



# DEPARTMENT OF CONSERVATION

## DIRECTOR'S OFFICE

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### **REQUEST FOR PROPOSAL-Secondary Notice to Prospective Proposers**

January 5, 2009

You are invited to review and respond to this Request for Proposal (RFP), entitled PAO-900 Communications Marketing. In submitting your proposal, you must comply with these instructions.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of Department of Conservation, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

Mark Oldfield  
Department of Conservation  
(916) 323-1886

Please note that no information given will be binding upon the State unless such information is issued in writing as an official addendum.

Lu-Lu Ramos  
Contract Administrator

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## **A) Purpose and Description of Services**

The purpose of this RFP is to solicit proposals from vendors with the resources, experience and abilities to provide an array of communication services that will serve to educate and inform Californians about the State's beverage container recycling program. These services should include, but are not limited to, behavioral and social marketing, public relations, advertising, consumer research, and the development of partnerships with private and public entities that, with Department of Conservation ("Department") support, will establish, maintain and promote recycling at their venues and in their communities.

This RFP is incorporated by reference into the contract. The value of the contract is \$5,000,000, per legislation affecting funding available for various aspects of the State's beverage container recycling program. It should be noted that all aspects of California's beverage container recycling program are funded through unclaimed refunds on California Redemption Value bottles and cans, at no cost to the State's general fund.

The contract between the Department and the successful proposer will commence on July 1, 2009 and will continue until June 30, 2010.

The Department retains the option to extend the contract for up to two (2) additional one-year periods. The amount of the renewal options will be based on the availability of funds in the annual Budget Act.

### **Program Overview**

The outreach services requested in this RFP are for the Department's Division of Recycling ("Division" or "DOR"). The Division of Recycling is charged with carrying out the mandates of the California Beverage Container Recycling and Litter Reduction Act (Act), originally enacted as AB 2020 (Chapter 1290, Statutes of 1986). The Act establishes beverage container recycling and litter reduction programs for California. The overall goal of the Act is to reach and maintain high recycling rates for all aluminum, glass, plastic and bimetal California Redemption Value beverage containers. California's program is a comprehensive program affecting the distribution, collection, redemption and recycling of beverage containers.

As it administers the Act, the Department of Conservation's Division of Recycling is authorized to "encourage increased, and more convenient beverage container redemption opportunities for all consumers" (California Beverage Container Recycling and Litter Reduction Act section 14501(a)).

Another "...purpose of this division is to create and maintain a marketplace where it is profitable to establish sufficient recycling centers and locations to provide consumers with convenient recycling opportunities..." (Act § 14501.1(f)).

In order to alter consumer behavior and promote recycling, "the department may prepare, publish, and issue printed pamphlets, promotional materials, and bulletins which the director deems necessary for the dissemination of information to the public concerning the activities of the department pursuant to this division." (Act § 14350.5(c)).

### **History**

Beginning in the mid-1990s, the percentage of beverage containers recycled in relation to the number sold trended downward, both in California and elsewhere in the nation. With an expansion of California's "bottle bill" in 2000 (SB 332), there has been an annual increase in the number of containers -- to a total in 2007 of 21.9 billion containers sold -- on which California consumers paid California Redemption Value (CRV). Consumers can reclaim the CRV paid on those containers at more than 2,000 privately owned recycling centers statewide, and at some municipally run facilities as well. The bottles and cans can also be recycled through local curbside programs, in many public venues that have recycling bins, such as parks, beaches and

athletic fields, and in a variety of other places that may offer recycling opportunities, such as the workplace.

There has been an overall increase in the number of containers recycled annually (from 10.5 billion in 2001 to 14.7 billion in 2007), due to a number of factors: more CRV beverage containers in the program as a result of program expansion; increases in the monetary value of CRV; and ongoing education and outreach to California consumers. The recycling rate – the percentage of CRV containers sold that are ultimately recycled – bottomed out at 55 percent in 2003.

Legislation that took effect in January 2004 increased CRV from 2.5 cents to 4 cents on containers less than 24 ounces, and from 4 cents to 8 cents on containers 24 ounces and larger. Subsequently, the recycling rate increased to 59 percent for all of 2004, 61 percent in 2005, and 60 percent in 2006. That legislation also contained a provision to increase CRV to 5 cents for the smaller containers and 10 cents for the larger containers if the recycling rate did not reach 75 percent in 2006. Subsequent legislation included additional one-time funding (no longer available) for outreach and education to promote the higher CRV. The recycling rate then increased to 67 percent in 2007, and 76 percent in the first six months of 2008.

Since the launch of a new outreach campaign in the spring of 2001 to coincide with the expansion of the program, a variety of outreach components have been developed including television and radio advertising, online advertising, outdoor advertising, print materials, public relations efforts and two Web sites, [www.bottlesandcans.com](http://www.bottlesandcans.com) and [www.greengiftguide.com](http://www.greengiftguide.com). New broadcast and print materials were developed at times to replace old ones that had run their course. Spanish-language materials have also been part of the outreach campaign. When possible, campaign creative materials have been made available at no cost to the Department's partners at the local level, such as city and county recycling coordinators, recycling center operators, and educators. This saves them the time and money of making creative materials on their own, and furthers the campaign by propagating a consistent thematic message on recycling rather than a host of messages competing for "air time" and attention.

Initially, the outreach campaign's purpose was to make beverage container recycling a "top-of-mind" issue for Californians, thus increasing bottle and can recycling awareness, in order to get as many containers as possible out of the trash can and into the recycling bin. Subsequently, the campaign underwent a shift toward the creation of greater recycling opportunity. This was designed to address a frequent consumer complaint that while they had the desire to recycle, they often did not have the opportunity to recycle, in particular while away from home. Ultimately, this led to the creation in 2005 of a "Recycling Starter Kit" for use in offices, exercise clubs, schools and other locations that needed the tools to begin and maintain a site-specific recycling program. The kit includes a coated cardboard recycling bin and printed materials to assist in the startup and maintenance of the program. More than 70,000 Recycling Starter Kits have been issued as of December 2008.

Moving forward, increased recycling opportunity will remain a key goal of the outreach effort. However, there also remains a need for ongoing outreach to maintain and increase overall awareness and participation in beverage container recycling, whether through buyback centers, curbside, or other methods. Likewise, it is important to provide information that helps Californians understand what to recycle, how to recycle, and where to recycle. Furthermore, the current general recognition of larger environmental concerns provides a window of opportunity to link recycling to the overall issue of sustainability, and encourage consumers to incorporate not just recycling, but other environmentally progressive actions, into their lifestyles.

## B) Minimum Qualifications for Proposers

This procurement is open to all agencies or entities that, by the time of the proposal submission deadline, operate a full-service communications marketing, social marketing, advertising and public relations agency; have an office in California capable of meeting the Department's needs; and are licensed to do business in the State of California. A newly formed agency may bid if the agency can show that it was formed by merger, joint venture or partnership and that one of the agencies or entities forming the bidding agency was a prior full-service communications marketing/public relations/social marketing agency with at least five (5) years experience in conducting programs of this scope. The proposer must be able to show at least five (5) years experience in communications marketing, advertising, social marketing, and public relations and in conducting programs of statewide and national scope. Expertise in environmental issues is desirable. The proposer must provide evidence of financial stability and must document sufficient financial resources necessary to perform all services associated with the resulting contract. Since the method of payment for the resulting contract will be payment in arrears for work completed, proposers must have sufficient financial resources to perform services and withstand reimbursement processing for upwards of 45 days from the date the invoice is submitted.

## C) Proposal Requirements and Information

### 1) Key Action Dates - Tentative Schedule

<u>Event</u>	<u>Date</u>
RFP available to prospective proposers	<u>1/05/09</u>
<b>Mandatory</b> Pre-proposal Conference	<u>1/14/09</u>
Written Question Submission Deadline	<u>1/19/09</u>
Response to written questions	<u>1/26/09</u>
Final Date for Proposal Submission	<u>3/6/09</u> (5 p.m. PST)
Invitations to Oral Presentations (if necessary)	<u>3/26/09</u>
Oral Presentations (if necessary)	<u>4/1, 4/2, 4/3</u>
Notice of Intent to Award	<u>4/23/09</u>
Proposed Award Date	<u>5/1/09</u>

### 2) **Mandatory Pre-Proposal Conference and Written Questions**

a) A **mandatory** pre-proposal conference is scheduled for Wednesday, January 14, 1:00 – 4:00 PM, The Resources Building Auditorium, 1416 Ninth Street, (first floor), Sacramento, California 95814 for the purpose of discussing matters related to this RFP. Please bring a photo I.D. and allow fifteen minutes to clear security.

b) In the event a potential proposer is unable to attend the mandatory pre-proposal conference, an authorized representative may attend on their behalf. The representative may only appear on behalf of one (1) company. Subcontractors may not represent a potential proposer at the mandatory pre-proposal conference. **No proposal will be accepted unless the proposer or the proposer's authorized representative was in attendance at the pre-proposal conference.**

c) For prospective bidders who need assistance due to a physical impairment, reasonable accommodation will be provided by the Department upon request for the pre-proposal conference. The bidder must call Mark Oldfield at (916) 323-1886 **no later than the fifth working day** prior to the scheduled date and time of the pre-proposal conference to arrange for reasonable accommodation.

d) Prospective bidders needing clarification of the requirements of the RFP must submit questions in writing only. Questions submitted orally will not be considered. All questions must be received by Monday, January 19, 2009, no later than 12:00 noon via e-mail or fax. **Questions submitted after this date and time will not be considered.** Address written questions to:

Mark Oldfield  
Public Affairs Office  
Fax: (916) 323-1887  
Email: [mark.oldfield@conservation.ca.gov](mailto:mark.oldfield@conservation.ca.gov)

On January 26, 2009, all of the questions and the Department's responses will be transmitted to all parties who attended the mandatory pre-proposal conference. The source of each question will not be indicated. The questions and responses will be posted to the Department's Web site and will be available upon request (contact Mark Oldfield, as above).

### **3) Hypothetical Work Plan and Work Schedule Requirements**

The proposer shall develop a work plan or schedule for task completion. Identify each major task, necessary subtask, and/or specific milestones by which progress can be measured and payments made. The work plan shall include the following:

#### **a) Scope of Work**

Scope of Work describes the nature of a hypothetical work plan that must be completed on behalf of the Department. For the purpose of this work plan, the maximum amount available annually is \$5 million. **For all services listed in this Scope of Work, the proposer must show the costs on the Cost Proposal Work Sheet in Section E.**

The Department is looking for a full-service marketing communications agency to support Department programs aimed at promoting beverage container recycling within the overall concept of creating a more environmentally sustainable future for individuals and communities. As a general concept, the Department views recycling as the "gateway to green," a simple thing everybody can do to decrease their "carbon footprint." As such, key components of the work plan should focus on consumer awareness and understanding of why and how to recycle, and ways to increase recycling opportunities, increase collection of California Refund Value bottles and cans, facilitate recycling activity, and develop/expand infrastructure that makes recycling more convenient. In addition, the work plan should give consideration to the larger issue of sustainability, and integrate this theme into aspects of the work plan.

In addition to providing high-quality advertising and public relations, proposers must demonstrate the ability and experience to forge partnerships and develop coalitions with public and private entities; assume responsibilities and create additional momentum within existing outreach endeavors; develop, implement, and measure the success of pilot projects; and show how these abilities will result in a measurable increase in awareness, participation in and enthusiasm for beverage container recycling and environmental progress.

To prove its ability to provide the array of services necessary to meet Department needs stated above, the proposer must describe methods, strategies and approaches for completing the hypothetical work plan. Sufficient detail must be given to effectively illustrate the work plan, which should include examples of past projects indicating

creativity, competency, effective resource allocation on a local and statewide level, ability to meet deadlines, ability to develop effective partnerships, managerial experience, past performance and training. Furthermore, the proposer must detail how it will measure and demonstrate the performance/success of its work plan. Performance measurement is an important aspect of this contract since it relates implicitly and explicitly to the Department's mandate to achieve and maintain high recycling rates.

Within each task, hourly rates for professional services, materials and supplies (including telephone and postage), and costs of specific services performed by subcontractors (if applicable), must be shown on the Cost Proposal Work Sheet. **The rates quoted in the proposal become part of the final contract and may not be changed.**

#### **b) Research**

Six California beverage container recycling background documents are available for use in completing the hypothetical work plan. All are available at <http://www.conservation.ca.gov/index/Pages/MarketingCommunications.aspx>.

1. Six-Month Report of Recycling Rates and Significant Carbon Reductions (November 2008). This Department of Conservation document is a statistical report of recycling rates by material type (aluminum, glass, plastics 1-7, and bi-metal) for calendar year 2007.
2. California's Beverage Container Recycling & Litter Reduction Program Fact Sheet (July 2005). This Department of Conservation fact sheet is a statistical report of the CRV materials in the program (aluminum, glass, plastic, bimetal) that have been sold and returned in California during the most recent statistical analysis received. Department of Conservation employees in the Division of Recycling perform the monitoring for this report. This report indicates the total CRV quantity and the individual types of materials that are returned through curbside systems, supermarket recycling centers and traditional recycling centers.
3. California Beverage Container Recycling and Litter Reduction Act (Revised 2005). This publication has been prepared by the Department Conservation. It contains statutes and implementing programs administered by the Division of Recycling. Definitions pertaining to beverage container recycling are included in this publication.
4. The California Code of Regulations (Division of Recycling) Title 14, Natural Resources, Division 2, Department of Conservation, Chapter 5. Division of Recycling (Revised 2005). The Department of Conservation has prepared this publication. It contains regulations promulgated by the Division of Recycling to further implement the California Beverage Container Recycling and Litter Reduction Act. Additional definitions pertaining to beverage container recycling are included in this publication.
5. Ramping Up California's Recycling Rates (SRI Business Intelligence, 2007). The Department of Conservation contracted for this research to identify drivers for recycling behavior and match consumer segments with recycling drivers.
6. Monterey Pilot Project Benchmark Study (Lieberman Worldwide, 2008). The Department of Conservation contracted for this research to assess the effectiveness of the Comprehensive Recycling Community Pilot Project conducted in the Monterey Peninsula in 2007 and 2008.

### c) Hypothetical Work Plan

Under the contract, the Department may request projects similar to those described below. However, their listing below is not meant to imply that these projects will be implemented as actual projects under the contract; they are hypothetical for the purpose of this exercise.

**Purpose:** The work plan should focus on ideas and strategies to: raise the beverage container recycling rate; position beverage container recycling as one important aspect of overall environmental sustainability; increase the number of public and private venues that implement and maintain successful recycling programs with high levels of participation; and make beverage container recycling a well-understood, desirable and positive behavior.

With the research provided, but not limited to these documents, provide a hypothetical work plan utilizing the following outreach components to raise the beverage container recycling rate in California.

1. **Partnership Development:** The proposer is required to present and show the ability to develop partnerships that will result in local communities, schools, businesses and other entities establishing, with Department support, ongoing recycling programs for citizens, employees, customers and others.
2. **Advertising:** The proposer is required to demonstrate the ability to develop print and broadcast advertising that will support the work plan, negotiate discounted rates, and secure and place paid and in-kind advertising in a variety of media on a local and statewide basis.
3. **Public Relations:** The proposer is required to present and show the ability to implement media relations and public affairs programs locally and statewide, as well as the tactical public relations that would accompany the Partnership Development aspect of the work plan.
4. **Pilot Program Development:** The proposer is required to demonstrate the ability to work with a variety of interests to develop community-centric programs for recycling and sustainability that could be adapted for use in communities throughout the state. The pilot concept should include an analysis of and recommendation for potential pilot program communities, potential partners, a resource allocation plan and strategic recommendations to carry out the pilot.
5. **Multicultural Outreach:** The proposer is required to demonstrate the ability to communicate in culturally relevant terms with California's diverse population.
6. **Special Events:** The proposer is required to demonstrate an ability to plan and execute special events that would further enhance consumer understanding of the importance and availability of beverage container recycling. These events may be tied to specific campaign outreach or public relations efforts, and to existing notable occasions such as Earth Day.
7. **Research:** The proposer is required to demonstrate the ability to collect and evaluate cost-effective research that will assist in the implementation and ongoing sustainability of the work plan.
8. **Collateral:** The proposer is required to demonstrate the ability to develop collateral materials that include but are not limited to brochures, videos, audios, print pieces, Web banner ads and newsletters to support the Department's recycling programs.
9. **Web sites:** The proposer is required to demonstrate the ability to augment and advance the effectiveness of any outreach campaign with an online presence designed to educate and inform the public and to provide resources for use at the local level.
10. **Performance Measures:** The proposer is required to detail how work plan effectiveness will be measured. Specifically, the Department is looking for proposers to demonstrate "outcome" measures, as opposed to "output" measures, as they apply to Californians' recycling opportunity, knowledge, behavior, and everyday practices.

In addition, proposers should be prepared to identify the specific benefits of each deliverable outlined, complete with measurement methodology and a detailed report of the actual benefits achieved upon successful implementation of the deliverable.

11. **Miscellaneous:** The budget must include all materials necessary to complete designated assignments (travel costs, communications, postage/shipping, misc.). Proposer shall provide to the Department a monthly progress report on its activities and accomplishments. Proposer shall estimate travel expenses. Travel and per diem expenses must not exceed rates authorized for regular state employees. Travel outside of the locations required in Section C, 3a SCOPE OF WORK requires advance written approval by the Contract Manager. This cost information is to be submitted as part of the budget.
12. **General and Administrative:** The Department requires that general and administrative (overhead) expenses be contained within the fixed hourly rates. The Department **will not** accept General and Administrative expenses as a separate line item.
13. **Cost Effectiveness:** The proposer is required to demonstrate the steps the proposer will take to fully leverage the Department's efforts and funds. This may include but is not limited to the use of partnerships, in-kind services, and pro-bono services by the proposer, its subcontractors, and/or its existing clients.

#### **d) Project Personnel**

(List all personnel who will be working on the project and their titles and job descriptions)

#### **4) Cost Sheet Format and Requirements**

The Hypothetical Work plan should be broken down in an outline format in conjunction with the cost proposal worksheet. The total costs of all tasks and milestones must not exceed \$5 million. Use the Sample Cost Proposal Worksheet (Attachment 5) as a guide in preparing your cost proposal.

#### **5) Submission of Proposal**

- a) Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements **may** be cause for rejection of a proposal.
- b) All proposals must be submitted under **sealed** cover and sent to the Department of Conservation by the dates and times shown in Section C, Proposal Requirements and Information, Item 1) Key Action Dates. Proposals received after this date and time will not be considered.
- c) The original and six (6) copies of the proposal must be submitted.
- d) The original proposal must clearly be marked "ORIGINAL COPY." All documents contained in the original proposal package must have original signatures and must be signed by a person who has competent authority to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.

- e) The exterior of the envelope or package containing proposal envelopes must be plainly marked with the RFP number and title, your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

**Firm Name and Address**  
**RFP Number**  
**RFP Name**

**DO NOT OPEN**

If the proposal is made under a fictitious name or business title, the actual legal name of proposer must also be included.

Proposals not submitted under sealed cover and marked as indicated may be rejected.

- f) All proposals must include the documents identified in Section E, paragraph 2, Required Attachment Check List. Proposals not including the proper "required attachments" may be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements. **Non-responsive proposals shall be rejected.**
- g) Mail or deliver proposals to the following address:
- U.S. Postal Service Deliveries & Hand Deliveries  
(UPS, Express Mail, Federal Express)
- Department of Conservation  
Public Affairs Office  
801 'K' Street, MS 24-07  
Sacramento, California 95814
- h) Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- i) A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals. The State may waive an immaterial deviation in a proposal. The State's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the contract.
- j) Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
- k) An individual who is authorized to bind the proposing firm contractually shall sign Attachment 2, the Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- l) The only way a proposer may modify a proposal after its submission is by withdrawing the original proposal and submitting a new proposal prior to the proposal submission deadline set forth in the Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.

- m) A proposer may withdraw its proposal by submitting a written withdrawal request to the State, signed by the proposer or an authorized agent in accordance with paragraph k) above. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- n) The State may modify the RFP prior to the date fixed for submission of proposals by issuing an addendum to all parties who received a proposal package.
- o) The State reserves the right to reject all proposals. The State is not required to award an agreement.**
- p) Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the RFP requirements.
- q) Where applicable, proposers should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites or specifications.**
- r) No more than one (1) proposal from an individual, firm, partnership, corporation or association under the same or different names will be considered.
- s) The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- t) No oral understanding or agreement shall be binding on either party.
- u) Proposal Format and Content**

Submit the original and six (6) copies of your proposal and comply with each item herein, giving specific details of techniques to be used in meeting these requirements.

**6) Proposal Minimum Requirements Check List**

Meets Requirements

**Y E S      N O**

Please use the following format/organization:

<b>1. Cover Sheet/Introduction</b>			
<b>2. Table of Contents</b> , with information organized as presented here, and this format followed (Section C.5.u. Proposal Format and Content) and with corresponding page references.			
<b>3. Description of Organization</b>			
a. Provide description of the nature of the organization's services and activities. Note when the business was established, brief history, and location.			
b. Proposer must demonstrate that there is no conflict of interest between existing client relationships and the ability to fully and vigorously represent the Department. Client relationships that could conceivably be a conflict of interest must be listed.			
<b>4. Personnel/Management</b>			
a. <b>Contract Manager.</b> Identify one (1) individual on the proposer's account team who will manage the contract work and has more than five (5) years experience in the field of communications, public relations, social or behavioral marketing, advertising, public information or closely related disciplines. This person must be available to the Department on a sufficiently large percentage of his/her time for managing the State's account.			
b. <b>Identify one (1) individual</b> on the proposer's account team who has a minimum of five (5) years of experience in the field of social marketing services.			
c. <b>Identify one (1) individual</b> on the proposer's account team who has a minimum of five (5) years of experience in advertising.			
d. <b>Identify one (1) individual</b> on the proposer's account team who has a minimum of five (5) years of experience in public relations.			
e. <b>Account Team/Resumes.</b> The proposer must specify the account team and key personnel who will manage/conduct the work. Key personnel are defined as those people who will exercise a major management and/or administrative role on behalf of the proposer. Current resumes/biographies including hourly rates must be attached for each person. Provide education, experience and expertise with pertinent information demonstrating qualifications for this Request for Proposal. Do not exceed two (2) pages per person.			

Meets Requirements

**YES NO**

f. <b>References.</b> The proposer must supply the Division with a minimum of three (3) separate client references, including at least one from a government agency, with needs of a similar degree of complexity and billables and pro bono work from the last five (5) years, including name, address, e-mail address, phone and FAX numbers for each. No more than one (1) page per client reference.			
g. <b>Organization Chart.</b> Proposer must submit an organization chart, showing the hierarchy and proposed duties of key personnel to be working on project(s). Chart must show the relationship between project manager and key personnel of the proposer's organization and all other parties (subcontractors) to the proposal.			
5. <b>Subcontractors.</b> Identify all proposed subcontractor(s) for work that exceeds \$5,000. Document which portions of service will be performed by subcontractors and their ability to perform the work. Include resumes of subcontractor(s) key personnel. Do not exceed two (2) pages per person. Each subcontractor shall be identified in the proposal and the proposed work to be performed by them shall be described. The cost of the subcontractors shall be indicated. No markup of subcontractor(s) services will be allowed.			
The use of subcontractor(s) is subject to approval by the Public Affairs Officer. Therefore, not all work recommended by the proposer will necessarily be approved and not all subcontractors listed in the proposal will necessarily be utilized. <b>The proposer must make it clear to any subcontractors included in the proposal that even if the proposer is selected, the subcontractors may not necessarily be selected.</b>			
6. <b>Scope of Work.</b> The proposal must address all the items described in SECTION C.3, WORK PLAN AND WORK SCHEDULE, in adequate detail.			
7. <b>Cost Sheet.</b> A completed Cost Sheet (Attachment 5) must be included. All costs associated with this proposal's Section C, Subsection 3, Work Plan and Work Schedule Requirements must be included under the format provided; the bid format cannot be altered. Hourly rates and fees for professional skills must be broken out; out-of-pocket expenditures or reimbursable costs must be shown for each task. Account administrative costs should be estimated.			
8. <b>Creative Samples.</b> Proposers must submit (1) copy of the following creative examples. All examples must be of work from the proposer or its intended subcontractor that will service the Department's account or by the personnel to be assigned to this account. Samples must have been produced within the last two years.			
a. <b>Advertising:</b>			
1) Two (2) TV ads on a single 1/2" VHS reel, DVD or CD.			
2) Three (3) radio ads on a single cassette or as a sound recording on the video tape reel, DVD, or CD required in a.1. above.			
3) Three (3) print ads, e.g., newspaper, magazine, posters or other print collateral (5"x7" or 8"x10" photographs are acceptable.)			

Meets Requirements

Y E S N O

4) Three (3) outdoor ads (5"x7" or 8"x10" photographs are acceptable.)			
5) Three (3) additional items that illustrate the proposer's unique creative strengths.			
6) Three (3) banner or Web content ad placements.			

<b>b. Public Relations:</b>			
1) <i>Social or Public Policy or Issue Campaign Experience.</i> The proposer shall cite experience in social or public policy or issue campaign experience and provide two (2) descriptions of experience detailing type of campaign, research, and work involved, and, if applicable, the involvement and coordination with community or constituency groups. Each description shall not exceed one page in length.			
1a) A narrative description of a social marketing campaign with strategy, assumptions and results.			
2) <i>Media Relations Experience.</i> The proposer shall cite experience and provide two (2) descriptions of media relations activities such as work in securing news and editorial coverage, placing feature articles, arranging editorial board meetings, and developing publicity events. Also include any measurements of success. Each description shall not exceed one page in length.			
3) <i>Writing Ability.</i> The proposer shall provide two (2) samples of press and public relations materials written by the proposed team members. These may include press releases, brochures, opinion editorials, direct mail, research, or any other press or public relations materials.			
4) <i>Special Event Development Experience.</i> Describe two (2) special events planned and executed. Each description shall not exceed one page in length.			
5) <i>Preparation of Media Tools.</i> The proposer shall provide two (2) samples of media tools. These may include video news releases (VNRs), radio news releases (RNRs), speakers bureau materials, and/or press kits.			
For each of the above, list the objective, the target market, the creative strategy, and the creative team indicating the persons who worked on the projects, and who are to be assigned to this account, and any impact evaluation measurements that may demonstrate the effectiveness of the material.			
<b>9. Attachments and Preference Programs. Attachments are located in Section E, Attachments.</b>			
<b>a. Required Attachment Check List (Attachment 1)</b>			
<b>b. Financial Statements (Attachment 2).</b> Proposer must provide evidence of financial stability. The proposer must document sufficient financial resources necessary to perform all services associated with this contract. Financial statements are required in the form of a balance sheet and/or income statement for the last year these are available. Financial statements are confidential, and must be labeled " <i>confidential</i> " and submitted in a separate envelope.			
<b>c. Business License or Receipt for Business Tax (Attachment 3).</b> Copy of current California business license or receipt for business tax in accordance with the city or county licensing specifications from the city or county in which the business is located.			

Meets Requirements

**Y E S                      N O**

<b>d. Proposer/Proposal Certification Sheet &amp; Small Business Preference Form (Attachment 4).</b> Must be completed even if not claiming the preference. Businesses with their principal office outside of California may not claim this preference. A completed form may be checked "no."			
<b>e. Cost Sheet (Attachment 5).</b>			
<b>f. Proposer references (Attachment 6).</b>			
<b>g.. Payee Data Record (STD 204) (if currently not on file) (Attachment 7).</b>			
<b>h. Contractor Certification Clauses (CCC 304) (Attachment 8).</b>			
<b>i. Target Area Contract Preference Act (TACPA) form (if applicable) (Attachment 9).</b>			
<b>j. Enterprise Zone Act (EZA) form (if applicable) (Attachment 10).</b>			
<b>k. Local Agency Military Base Recovery Area (LAMBRA) Act form (if applicable) (Attachment 11).</b>			
<b>l. Darfur Contracting Act (Attachment 12) (Required)</b>			

## **7) Evaluation Process**

- a) At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.
- b) Proposals that contain false or misleading statements, or which provide references that do not support an attribute or condition claimed by the proposer, may be rejected.
- c) Award, if made, will be to the highest scored responsive proposal.
- d) Proposal Evaluation

The proposals that meet the minimum qualifications will be evaluated and scored according to the criteria indicated below. A minimum of hundred (100) total points must be achieved and a minimum of 50% of the available points must be achieved for each rating/scoring criteria in this phase to be considered responsive. A responsive proposal is one that meets or exceeds the requirements stated in this RFP.

**FOR DEPARTMENT USE ONLY**

**Bid/Proposal:** \_\_\_\_\_

**Evaluated By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Proposal Evaluation Criteria**

All proposals compliant with SECTION B, MINIMUM QUALIFICATIONS FOR PROPOSERS, and SECTION C.5.v, PROPOSAL FORMAT AND CONTENT, will be evaluated and scored for their degree of responsiveness for each of the following components.

	<i>Max. Points/Score</i>
1. EXPERIENCE/DEMONSTRATED RESULTS OF FIRM AND PERSONNEL Quality of experience in previous relevant accounts. Ability to deliver relevant, meaningful partnerships and implement advertising, media relations, social marketing, and public affairs programs. Ability to carry out all aspects of the project. Quality and experience of personnel, including subcontractors, assigned to this project.	40_____
2. SCOPE OF WORK Quality and creativity of hypothetical programs in SCOPE OF WORK and sound justification for likelihood of achieving campaign objectives. Effectiveness and suitability of approach.	70_____
3. WORKLOAD AND RESOURCE COORDINATION Reasonableness of hypothetical work plan with regard to scheduling of project and workload distribution.	15_____
4. MEASUREABILITY OF OUTCOMES Ability to assess success of proposed project and reasonableness of proposed performance measures. Ability to develop meaningful, relevant, and achievable performance measures that demonstrate a clear and significant link between Scope of Work and increased beverage container recycling.	35_____
5. COST EFFECTIVENESS Value of overall project. Costs are within the allotted budget and the project leverages budget to gain maximum reach and effectiveness. Ability to leverage client's status as a public agency engaged in meaningful environmental work to encourage maximum assistance from partners and media. Reasonableness of resource allocation to various aspects of the hypothetical work plan.	40_____
<b>SUBTOTAL POINTS</b>	<b>200_____</b>
6. PREFERENCE POINTS (SBE, TACPA, EZA and LAMBRA Preference Points will be awarded in accordance with state policies and procedures)	_____

**TOTAL** \_\_\_\_\_

**FOR DEPARTMENT USE ONLY**

**Bid/Proposal:** \_\_\_\_\_  
**Evaluated By:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**ORAL PRESENTATIONS**

The evaluation committee may, if it deems necessary, select up to the top five (5) scoring qualified proposers (and their proposed subcontractors if requested) for oral presentations. To qualify for oral presentations, proposers must meet all SECTION III, MINIMUM REQUIREMENTS and score a minimum of 160 points from items 1 through 6 of the PROPOSAL EVALUATION CRITERIA. This oral presentation will allow finalists to demonstrate their understanding of the project objectives and to articulate their capability to meet or exceed the requirements of this RFP. The oral presentation will also allow finalists to present any new ideas, concepts, and creative materials related directly or indirectly to their hypothetical work plan.

The evaluation committee reserves the option of conducting the presentation at the finalist's or the proposed subcontractor's site, or other designated site.

If the finalist cannot meet on the designated oral presentation date, the evaluation committee reserves the right to disqualify the finalist as nonresponsive.

The following criteria will be used for scoring the oral presentation.

	<i>Max. Points/Score</i>
7. Quality and completeness of answers to questions regarding the proposed work plan. Professionalism of personnel assigned to the account.	20 _____
8. Proposer's ability to integrate its ideas into the Department's overall business objectives.	20 _____
9. Proposer's ability to demonstrate the quality and effectiveness of creative materials and public relations strategies associated with its hypothetical work plan.	30 _____
10. Proposer's overall ability to demonstrate how it's hypothetical work plan meets the Department's needs and will achieve the projected outcomes.	30 _____
<b><i>SUBTOTAL POINTS</i></b>	<b>100 _____</b>
<b><u>TOTAL POINTS</u></b>	_____

*In the event of a tie, proposal with the highest points for the Scope of Work score combined with the Oral Presentation score (if oral presentations are deemed necessary) will be selected. A tie is defined as a difference of one point (1.0) or fewer.*

## 8) Award and Protest

- a) Notice of the proposed award shall be posted in a public place in the Department of Conservation, Directors Office, 801 K Street, Suite 2400, Sacramento, CA 95814 and on the following Internet site: [www.conservation.ca.gov](http://www.conservation.ca.gov) for five (5) working days prior to awarding the agreement.
- b) If any proposer, prior to the award of agreement, files a protest with the Department of Conservation and the Department of General Services, Office of Legal Services, 707 Third Street, 7<sup>th</sup> Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds that the (protesting) proposer would have been awarded the contract had the Department correctly applied the evaluation standard in the RFP, or if the Department had followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. It is suggested that you submit any protest by certified or registered mail.
- c) Within five (5) days after filing the initial protest, the protesting proposer shall file with the Department of General Services, Office of Legal Services and the Department of Conservation a detailed statement specifying the grounds for the protest.
- d) Upon resolution of the protest (if applicable) and award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Section 18662. This form can be found on the Internet at <http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf>. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
- e) Upon resolution of the protest (if applicable) and award of the agreement, Contractor must sign and submit to the awarding agency, *page one (1)* of the Contractor Certification Clauses (CCC), which can be found on the Internet at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>.

## 9) Disposition of Proposals

- a) Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and upon completion of proposal evaluation will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and will be subject to review by the public.

The proposer must document sufficient financial resources necessary to perform all services associated with this contract. Financial statements are required in the form of a balance sheet and/or income statement for the last year these are available.

**Financial statements are confidential, must be labeled "confidential," and must be submitted in a separate envelope.**

- b) Proposal packages may be returned only at the proposer's expense, unless such expense is waived by the department.

**10) Agreement Execution and Performance**

- a) Performance shall start on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing work by another contractor.
- b) All performance under the agreement shall be completed on or before the termination date of the agreement.

**D) Preference Programs (May or may not be applicable to proposer).**

- 1) Small Business Preference - <http://www.pd.dgs.ca.gov/sbop/default.htm>
- 3) Target Area Contract Preference Act (TACPA) –  
<http://www.pd.dgs.ca.gov/disputes/default.htm>
- 3) Local Agency Military Base Recovery Area (LAMBRA) Act -  
<http://www.pd.dgs.ca.gov/disputes/default.htm>
- 4) Enterprise Zone Act (EZA) - <http://www.pd.dgs.ca.gov/disputes/default.htm>

**E) Required Attachments**

**1) Additional Attachments**

Refer to the following pages for additional required and non-required attachments that are a part of this agreement.

ATTACHMENT 1

REQUIRED ATTACHMENT CHECK LIST

A complete proposal or proposal package will consist of all of the items identified below. You must use this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments must be returned. The completed checklist must also be returned with your proposal package.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Attachment Check List (required)
_____ Attachment 2	Financial Statement (required)
_____ Attachment 3	Business License or Business Tax Form (required)
_____ Attachment 4	Proposal/Proposer Certification Sheet (required)
_____ Attachment 5	Cost Sheet (required)
_____ Attachment 6	Proposer References (required)
_____ Attachment 7	Payee Data Record (STD 204) (if currently not on file) (required). STD 204 may be found on the Internet at <a href="http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf">http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf</a>
_____ Attachment 8	Contractor Certification Clauses (CCC) 307 (required). The CCC can be found on the Internet at <a href="http://www.ols.dgs.ca.gov/Standard+Language/default.htm">http://www.ols.dgs.ca.gov/Standard+Language/default.htm</a>
_____ Attachment 9	Target Area Contract Preference Act (TACPA) (if applicable)
_____ Attachment 10	Enterprise Zone Act (EZA) (if applicable)
_____ Attachment 11	Local Agency Military Base Recovery Area (LAMBRA) Act (if applicable)
_____ Attachment 12	Darfur Contracting Act (required)

ATTACHMENT 4

PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

**Do not return Section C, Proposal Requirements and Information (pages 5 through 11) nor the "Sample Agreement" at the end of this RFP.**

- A. Place all required attachments behind this certification sheet.
- B. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

**An Unsigned Proposal/Proposer Certification Sheet  
May Be Cause For Rejection**

1. Company Name	2. Telephone Number (   )	2a. Fax Number (   )
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)		8. California Corporation No.
9. Indicate applicable license and/or certification information:		
10. Proposer's Name (Print)		11. Title
12. <b>Signature</b>		13. Date
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____		
b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____		
<b>NOTE:</b> A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSBCR, if an application is pending:		

**Completion Instructions for Proposal/Proposer Certification Sheet**

Complete the numbered items on the  
Proposal/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 5

SAMPLE COST PROPOSAL WORKSHEET

DIRECT LABOR	HOURS	RATE	TOTAL
Program Manager (Job Description)	_____ @	_____	_____
Staff Assistant (Job Description)	_____ @	_____	_____
Technician (Job Description)	_____ @	_____	_____
Clerical (Job Description)	_____ @	_____	_____
			\$ _____
SUBCONTRACTOR(S) COST (ITEMIZED)			\$ _____
INDIRECT COSTS (OVERHEAD AND FRINGE BENEFITS)			
Overhead Rate		_____	_____
Fringe Benefits		_____	_____
			\$ _____
DIRECT COSTS (EXCEPT LABOR)			
Travel Costs			_____
Equipment and Supplies (Itemized)			_____
Other Direct Costs (Itemized)			_____
			\$ _____
TOTAL COSTS			\$ _____

ATTACHMENT 6

PROPOSER REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment with your proposal will cause your proposal to be rejected and deemed nonresponsive.

List below three references for services performed within the last five years, that are similar to the scope of work to be performed in this contract. If three references cannot be provided, please explain why on an attached sheet of paper.

REFERENCE 1			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

  

REFERENCE 2			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

  

REFERENCE 3			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

**INFORMATION FOR DARFUR CONTRACTING ACT (ATTACHMENT 12)**

Effective January 1, 2009, all invitations for BIDS (IFB) or Requests for Proposals (RFP) for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code sections 10475, *et seq.*; Stats. 2008, Ch. 272). The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with “scrutinized” companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.

A scrutinized company is a company doing business in Sudan as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services. (Public Contract Code section 10477(a)).

Therefore, Public Contract Code section 10478 (a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that is not a “scrutinized” company when it submits a bid or proposal to a State agency. (See #1 on the Attachment 12).

A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in Public Contract Code section 10477 (b). (See #2 on the Attachment 12).

Attachment 12 may be included in an IFB or RFP to satisfy the Act’s certification requirements of bidders and proposers.

**ATTACHMENT 12 – DARFUR CONTRACTING ACT**

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a “scrutinized” company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete **only one of the following** three paragraphs (via initials for Paragraph #1 or Paragraph #2, or via initials and certification for Paragraph #3):

1. \_\_\_\_\_ We do not currently have, or we have not had within the previous three years, business  
Initials activities or other operations outside of the United States.

**OR**

2. \_\_\_\_\_ We are a scrutinized company as defined in Public Contract Code section 10476, but we  
Initials have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

**OR**

3. \_\_\_\_\_ We currently have, or we have had within the previous three years, business activities or  
Initials other operations outside of the United States, but we certify below that we are not a  
+ certification scrutinized company as defined in Public Contract Code section 10476.  
Below

**CERTIFICATION FOR #3**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clauses listed above in #3. This certification is made under the laws of the State of California.

Proposer/Bidder Firm Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County and State of	

**YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH #1 OR #2 INITIALED OR PARAGRAPH #3 INITIALED AND CERTIFIED.**

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
STD 213 (Rev 06/03)

**SAMPLE**

AGREEMENT NUMBER

**4008-518**

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Conservation

CONTRACTOR'S NAME

XXXXXX

2. The term of this Agreement is: July 1, 2009 through June 30, 2010  
One Year with option to extend up to two (2) additional one-year periods

3. The maximum amount of this Agreement is: \$ 5,000,000  
(Five Million Dollars)

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 1 page(s)

Exhibit B – Budget Detail and Payment Provisions 2 page(s)

Exhibit C\* – General Terms and Conditions (GTC306)

Check mark one item below as Exhibit D:

☐

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

3 page(s)

☐

Exhibit - D\* Special Terms and Conditions

Exhibit E – Additional Provisions 01 page(s)

*Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

XXXXXX.

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

XXXXXX.

ADDRESS

**STATE OF CALIFORNIA**

AGENCY NAME

Department of Conservation

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Bridgett Luther, Director

ADDRESS

801 'K' Street, Sacramento, CA 95814

**California Department of General  
Services Use Only**

☐ Exempt per:

**EXHIBIT A**  
**(Standard Agreement)**

**SCOPE OF WORK**

1. Contractor agrees to provide to the Department of Conservation (DOC) marketing, advertising, and public relations services as described in the Request for Proposals (RFP PAO-900) and Contractor's proposals which are hereby incorporated by reference.
2. The services shall be performed statewide.
3. The services shall be provided Monday through Friday (except holidays), during normal business hours and at any other times as shall be required from time to time.
4. The project representatives during the term of this agreement will be:

State Agency: Department of Conservation (DOC)	Contractor: XXXXXX.
Name: Mark Oldfield/Ed Wilson	Name: XXXXXX
Phone: (916) 323-1886	Phone: XXXXXX
Fax: (916) 323-1887	Fax: XXXXXX

Direct all inquiries to:

State Agency: Department of Conservation	Contractor: XXXXXX.
Section/Unit: Public Affairs Office	Section/Unit:
Attention: Mark Oldfield/Ed Wilson	Attention: XXXXXXr
Address: 801 'K' Street, MS 24-07 Sacramento, CA 95814	Address: XXXXXX
Phone: (916) 323-1886	Phone: XXXXXX
Fax: (916) 323-1887	Fax: XXXXXX

## **EXHIBIT B – (Standard Agreement)**

### **BUDGET DETAIL AND PAYMENT PROVISIONS**

#### **1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Department of Conservation  
Lu-Lu Ramos  
Public Affairs Office  
801 'K' Street, MS 24-07  
Sacramento, CA 95814

#### **2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

#### **3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

## **EXHIBIT B – (Standard Agreement)**

### **4. Renewal Option**

The Department retains the option to extend the contract for up to two (2) additional one-year periods. The amount of the renewal options will be based on the availability of funds in the annual Budget Act.

**EXHIBIT B – (Standard Agreement)**

ATTACHMENT 1  
CONTRACTORS ACCOUNT STAFF HOURLY RATE

**EXHIBIT C**  
**(Standard Agreement)**

**GENERAL TERMS AND CONDITIONS**

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site: [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

**EXHIBIT D  
(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

**1. Excise Tax**

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

**2. Settlement of Disputes**

If Contractor believes that there is a dispute or grievance between Contractor and the State arising out of or relating to this contract, Contractor shall first discuss and attempt to resolve the issue informally with the agency contract manager. If the issue cannot be resolved at this level, Contractor shall follow the following procedures:

A. If the issue cannot be resolved informally with the Contract Manager, Contractor shall submit, in writing, a grievance report together with any evidence to the Contract Manager's Supervisor. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Contractor's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Contractor, the Supervisor shall make a determination on the problem, and shall respond in writing to the Contractor indicating the decision and reasons therefor. Should the Contractor disagree with the Supervisor's decision, Contractor may appeal to the next level, following the procedure in "Disputes", paragraph 3, listed below.

B. Contractor must submit a letter of appeal to the Agency Director explaining why the Supervisor's decision is unacceptable. The letter must include, as an attachment, copies of the Contractor's original grievance report, evidence originally submitted, and response from Supervisor. Contractor's letter of appeal must be submitted within ten (10) working days of the receipt of the Supervisor's written decision. The Director or designee shall, within twenty (20) working days of receipt of Contractor's letter of appeal, review the issues raised and shall render a written decision to the Contractor. The decision of the Director or designee shall be final.

**EXHIBIT D**  
**(Standard Agreement)**

**3. Evaluation of Contractor**

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.

**4. Right to Terminate**

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

**5. Agency Liability**

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**EXHIBIT D  
(Standard Agreement)**

**6. Potential Subcontractors**

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.